No. RD 109 LCI 64, dated 3rd June 1964.

In exercise of the powers conferred by sub-section (1) of Section 48 of the Land Acquisition Act, 1894 (Central Act I of 1894), the Government of Mysore hereby withdraw from the acquisition of the land specified below, in respect of which a Notification No. RDH/24/LCI/61, dated 7th August 1963, under Section 6 of the said Act was published in Part III-1 of the *Mysore Gazette*, at pages 1557 to 1559, dated 19th September 1963, as required for Hutti Gold Mines Company.

SCHEDULE.

District.—Raichur, Taluk.—Lingsugur, Hobli.—Gudgunta, Village.—Kotha.

Sy. No. or Site No.—461.

Name of Khatedar, Anubhavadar or Tenant.—Amarappa, son of Rajappa.

Boundaries.—

East.—Nala, West.—Sy. No. 68, South.—Nala, North.—Sy. No. 11'

Extent required.—5-00 Acres.

Assessment.—Rs. 4-53 nP.

By Order and in the name of the Governor of Mysore,

516 K. SESHAGIRI RAO, *Under Secy. to Govt., R.D.*

No. RD 330 LPW 63, dated 27th May 1964.

Whereas in Notification No. A4 LA 14/61-62, dated 22nd May 1962 it was notified that the lands specified in the schedule hereto were likely to be needed for a public purpose to wit for the formation of Ramanahalli Channel.

And whereas the Government of Mysore is satisfied, after considering the report of the Deputy Commissioner under sub section (2) of section 5-A of the Land Acquisition Act 1894 as amended by the Mysore Extension and Amendment Act 17 of 1961 that the said lands are neeeded to be acquired for the purpose specified above.

It is hereby declared under section 6 of the said Act. that the lands are required for the purpose stated above.

The Assistant Commissioner, Chickmagalur is hereby appointed under clause (c) of section 3 of the Land Acquisition Act, 1894 as amended by the Mysore Extension and Amendment Act 17 of 1961 to perform the functions of a Deputy Commissioner for all proceedings hereafter to be taken in respect of the said lands and is also directed under section 7 of the said act to take order for the acquisition of the said lands.

A plan of the said lands is kept in the office of the Assistant Commissioner Chickmagalore for inspection.

SCHEDULE.

Chickmagalur District, Chickmagalur Taluk, Kasaba Hobli, Balehally Village.

Survey No. 73 in the khate and anubhava of Kuppaiah son of Sangaiah and bounded on the North by Survey No. 128, South by Ramanahalli channel, East by Ramanahally channel and West Ramanahally channel, the area required being 1-15 guntas assessed at Rs. 9-00.

Survey No. 128-1 in the khate and anubhava of Kuppaiah son of Sangaiah and bounded on the North by Survey Nos. 128/2 and 130, South by Survey No. 73, East by Survey No. 129 and West by Survey No. 126 and 128-2 the area required being 1-2 assessed at Rs. 6-50.

By Order and in the name of the Governor of Mysore,

488 K. SESHAGIRI RAO, *Under Secy. to Govt., R.D.*

No. RD 46 LCI 64 dated 21st May 1964 (Vaishaka 31, Saka Era 1886).

In exercise of the powers conferred by Section 42 of the Land Acquisition Act, 1894 (I of 1894), as amended by the Mysore Act 17 of 1961, the agreement entered into by the Secretary, Hindustan Aircraft Limited, Bangalore with the Government of Mysore as annexed hereto is hereby published as required by the said Section.

ANNEXURE.

Agreement.

An agreement made this the twenty-ninth day of April one thousand nine hundred and sixty-four between Hindustan Aircraft Limited, a company registered under the Indian Companies Act of 1956 and having its registered office at Domlur Road, Bangalore (hereinafter called the 'Company' which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one part, and the Governor of Mysore of the other part.

And Whereas the Company has applied to the Government of Mysore (hereinafter referred to as "the Government") that certain land more particularly described in the Schedule hereto annexed and hereinafter referred to as "the said land", should be acquired under the provisions of the Land Acquisition Act, 1894 (I of 1894) (hereinafter referred to as "the said Act", for the following purposes, namely.—

Additional Lands for the New Runway at the Airport

And Whereas the Government, having caused an inquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for the purpose referred to above, has consented to the provisions of the said Act being put in force in order to acquire the said land for the Company to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that Government shall put in force the provisions of the said Act in order to acquire the said land for the Company on the following conditions, namely.—

1 The Company shall pay to the Government the entire cost as determined by the Government, of the acquisition of the said land, including all compensation, damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate Courts, and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed by Government. The moneys which shall be payable by the Company under this clause have been paid by it by the initial deposit with the Deputy Commissioner of Bangalore (hereinafter called "The Deputy Commissioner') of the sum of Rs. 83,108-31 (Rupees eighty-three thousand, three hundred and eight and naya-paise thirty-one only) which by payment to the Deputy Commissioner within seven days after the execution of this agreement and thereafter by payment to the Deputy Commissioner within fourteen days after demand by the Deputy Commissioner, in writting of such further amount or amounts as the Deputy Commissioner shall from time to time estimate to be required for the purpose of paying or disbursing any compensation damages, costs, charges or expenses hereinbefore referred to.

2 On payment of the entire cost of the acquisition of the said land, as herein above referred to the whole of the said land shall as soon as conveniently may be transferred to the Company at the cost in every respect of th

Company so as to vest in the Company subject to the provisions of the Mysore Land Revenue Code (hereinafter called the "said Code") and the rules made thereunder subject also to the provisions of this agreement as to the terms on which the land shall be held by the Company.

3 The said land when so transferred to and vested in the Company shall be held by the Company as its property to be used only in furtherance of and for purpose for which it is acquired, subject nevertheless to the payment of agricultural, non agricultural or other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder, and the local fund cess, as the case may be.

4 The company shall,

(1) not use the said land for any purpose other than that for what it is acquired.

(2) undertake the work of construction of new Runway for the Airport required for Aircraft operation within two years from the date on which possession of the land is handed to the company and complete the same within two years from the aforesaid date;

(3) at all times, keep and maintain the said land and the building or buildings erected thereof in good order and condition to the satisfaction of the Deputy Commissioner.

(4) maintain all records of the company properly and supply to the Government punctually such returns and other information as may from time to time be required by the Government.

(5) not use the said land or any building that may be erected upon it for any purpose which in the opinion of Government is objectionable.

5 The company shall from time to time and at all times permit the Government or any Officer or Officers authorised by the Government in that behalf to inspect the said land any works of the company upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the moneys expended by the company to the construction of the said works of the company upon its said land.

6 In case the said land is not used for the purpose for which it is acquired as hereinbefore recited or is used for any other purpose or in case the company commits a breach of any of the conditions thereof, the said land together with the buildings, if any, erected thereon shall be liable to resumption by the Government subject however to the condition that the amounts spent by the company for the acquisition of the said land or its value as undeveloped land at the time of resumption whichever is less (but excluding the cost or value of any improvements made by the company to the said land or on any structure standing on the said land) shall be paid as compensation to the company;

Provided that the said land and the buildings, if any, erected thereon shall not be so resumed unless due notice of the breach complained of has been given to the company and the company has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

7 If at any time or times the whole or any part of the said land is required by Government or for the purpose of making any new public road or for any purpose, connected with public health, safety, utility or necessity the company on being required by the Government in writing shall transfer to the Government the whole or part of the said lands as the Government shall specify to be necessary for any of the aforesaid purposes and in consideration of such transfer, the Government shall pay to the company a sum equal to the amount of the compensation awarded under the said Act and paid by the company in respect of the land so transferred including the percentage awarded under Section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Bangalore Division whose decision in the matter shall be final, as to the cost of the development of the land so transferred which shall include the value at the date of transfer of any structures standing thereon, and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious effect of the part of the building on adjoining land.

8 All the costs and expenses incidental to the preparation and execution of these presents shall be paid by the company.

SCHEDULE.

Village	S No.	Extent A. G.	Boundaries
Doddanekundi ...	120	2—35	By East: S. No 19 124 and 118 of Doddanekundi Village.
Krishnarajapura Hobli	121	3—35	By East: S No. 16 of Marathahalli Village.
Bangalore South taluk.	122	1—03	By West: H. A. L land of Vibhuthipura Village.
	123	2—03	By North: Varthur - Bangalore Road
	125	2—05	By South; Marathahalli Village boundary.
Marathahalli, Varthur Hobli, Bangalore.	13	2—00	By East: S Nos 11 and 16 of Marathahalli Village.
South Taluk ...	14	3—17	By West: H. A. L lands acquired in Vibhuthipura Village S No. 53 and Yemalur Village S. No 32,
	15	1—30	By North: Doddanekundi Village.
	Total:	19—09	By South: S. No. 33 of Yemalur and 128 of Amani Bellandur Khane and 12 of Marathahalli Village.

In witness whereof the Secretary hath for and on behalf of the Company set his hand and the seal of the Company and the Deputy Commissioner, Bangalore, hath on behalf of the Governor of Mysore set his hand and affixed the seal hereto the day and year first above written.

For and on behalf of Hindustan Aeronautics Limited.

(Sd).....
Secretary

Witnesses:

1 (Sd.) .....
Asst. Secretary to
Board of Management.

2 (Sd.)..... .....
Secretariat, H.A.L.

Signed, Sealed and delivered by in the presence of:—

(Sd.).....
I/c. Deputy Commissioner,
Bangalore District (Urban)

Witnesses:

1 (Sd.) ....
Office Assistant to the Deputy Commissioner,
Bangalore Urban District Bangalore.

2 (Sd.)..... .....
Office Assistant to the Deputy Commissioner,
Bangalore Rural District, Bangalore.

In the presence of:
K. SESHAGIRI RAO,
Under Secy. to Govt., R.D.

For and on behalf of and under the directions of the Governor of Mysore.

Sd/- B. T. Nayak,
Dy. Secy. to Govt R. D.

By Order and in the name of the Governor of Mysore

K. SHESHAGIRI RAO. *Under Secy, to Govt. R.D*